
MANA AHURIRI TRUST

DEED

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MANA AHURIRI TRUST DEED

Executed as a deed on the _____ day of _____ 2015

BACKGROUND

- A. Mana Ahuriri Incorporated was established on 6 April 2009 as an Incorporated Society to represent Ngāti Hinepare, Ngāti Mahu, Ngāti Matepū, Ngāi Tāwhao, Ngāi Te Ruruki, Ngāti Paarau (which includes Ngāi Tahu Ahi) and the claims of Marangatuhetaua (Ngāti Tu) in negotiations with the Crown for comprehensive settlement of;
 - (a) the historical claims of all seven Hapu under Wai 55 (Te Whanganui-a-Orotu) and Wai 692 (Napier Hospital claims in so far as they have not been settled by the Deed of Settlement dated 3rd October 2008); and
 - (b) all the other historical claims of Ngāti Hinepare, Ngāti Maahu, Ngāti Matepū, Ngāti Parau, and Ngāi Tāwhao, in respect to the rohe of those hapu
- B. The Mana Ahuriri Incorporated Society has progressed the historical Treaty of Waitangi claims on behalf of the Ahuriri Hapu On 19 December 2013 signed an Agreement in Principle to Settle Historical Claims with the Crown.
- C. In order to satisfy the Crown's requirements for a Deed of Settlement to be signed and legislation enacting the Treaty Settlement the claimant group must establish a post settlement governance entity. An incorporated society is not an acceptable post settlement governance entity for the Crown but a common law private trust is.
- D. The claimant group has had the title of Ahuriri Hapu throughout Treaty negotiations thus far but the title has been amended recently to Mana Ahuriri Hapu. While Mana Ahuriri Hapu collectively have been represented by Mana Ahuriri Incorporated there is still a significant number of people affiliated to Ahuriri Hapu that have not registered as members to vote on mandating matters or ratification of the Deed of Settlement or a Post Settlement Governance Entity. In some cases groups within Hapu are preferring to have their own hapu autonomy and in other cases not wanting to be represented by Mana Ahuriri Incorporated. Mana Ahuriri Incorporated actively encourage individuals that whakapa to Ahuriri Hapu to register.
- E. It is desirable that for the purposes of a common law private trust that the elected trustees have the confidence and authority to represent an identifiable membership notwithstanding recognising the collective Ahuriri Hapu as the originating claimant group from whom any affiliated person is eligible to become a Member of Mana Ahuriri under the terms and conditions set in this Trust Deed.
- F. This document is the Trust Deed for the Mana Ahuriri Trust.

1 DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

“Adult Member of Mana Ahuriri” means a Member who is 18 years of age or over;

“Annual Plan” means the annual plan of the Trust which is prepared in accordance with clause 10.1;

“Annual Report” means the annual report of the Trust which is prepared by the Trustees in accordance with clause 11.1;

“Balance Date” means 30 June or any other date that the Trustees by resolution adopt as the date up to which the Trust’s financial statements are to be made in each year;

“Beneficiaries of Mana Ahuriri Trust” and **“Beneficiary”** means the individuals referred to in paragraph (a) of the definition of Mana Ahuriri

“Business Day” means any day on which registered banks are open for business in Hawke’s Bay;

“Chairperson” means the chairperson from time to time of the Trust appointed by the Trustees in accordance with rule 4 of the Third Schedule;

“Chief Executive and/or Managers” means the person appointed in accordance with clause 4;

“Chief Returning Officer” means as the context requires:

- (a) the person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with the Second Schedule; or
- (b) the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with the Fourth Schedule;

“Consolidated Financial Statements” means the consolidated financial statements of the Mana Ahuriri Group prepared by the Trustees in accordance with clause 11.1;

“Customary Rights” means rights according to tikanga Māori (Māori customary values and practices) including:

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources;

“Deed” and **“Trust Deed”** mean this deed of trust and include the background and the schedules to this deed;

“Deed of Settlement” means the date the deed of settlement will be entered into by Mana Ahuriri and the Crown recording the settlement of the Mana Ahuriri Claims;

“Deputy Chairperson” means the deputy chairperson from time to time of the Trust if one is appointed in accordance of rule 4 of the Third Schedule;

“Disputes Committee” means a committee formed in accordance with clauses 29.4 and 29.5;

“Electoral Review Officer” means the person appointed to act as electoral review officer in accordance with the Second Schedule;

“Five Year Plan” means the five year plan of the Trust prepared in accordance with clause 10.2;

“Income Year” means any year or accounting period beginning 1 July of one calendar year and ending 30 June of the following calendar year or any other period that the Trustees by resolution adopt;

“Initial Trustees” means the Trustees identified in clause 3.1;

“Major Transaction” in relation to any part of the Mana Ahuriri Group means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Property by that part, the value of which is more than half the value of the Trust’s Assets before the acquisition; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that part ,the value of which is more than half the value of the Trust’s Assets before disposition; or

(c) a transaction that has or is likely to have the effect of that part acquiring rights or interests or incurring obligations or liabilities, the value of which is more than half the value of the Trust's Assets before the transaction;

but does not include:

(d) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust's Assets (whether the Assets are held by the Trust or any other part of the Mana Ahuriri Group; or

(e) any acquisition of Property by a part of the Mana Ahuriri Group from any other part of the Mana Ahuriri Group; or

(f) any disposition of Property by a part of the Mana Ahuriri Group to any other part of the Mana Ahuriri Group; or

(g) the transfer to or receipt by the Trust of settlement redress in accordance with the Deed of Settlement and/or the Settlement Act.

Nothing in paragraph (c) of this definition applies by reason only of a part of Mana Ahuriri Group giving, or entering into an agreement to give, a charge secured over assets of that part of Mana Ahuriri Group, the value of which is more than half of the value of the Trust's Assets for the purpose of securing the repayment of money or the performance of an obligation.

For the purposes of paragraphs (a) to (c) of this definition, the value of the Trust's Assets shall be calculated based on the value of the assets of the Mana Ahuriri Group;

“Mana Ahuriri” means:

(a) the collective group composed of individuals who descend from one or more of Mana Ahuriri Ancestors; and

(b) every whanau, hapu or group to the extent that it is composed of individuals referred to in paragraph (a), including the following hapu groups;

- i. Ngāti Hinepare
- ii. Ngāti Mahu;
- iii. Ngāti Matepū;
- iv. Ngāi Tāwhao;
- v. Ngāi Te Ruruku;
- vi. Marangatuhetaua (Ngati Tu), and
- vii. Ngāti Paarau (which includes Ngai Tahu Ahi)

(c) every individual referred to in paragraph (a), and every person referred to in paragraph (a) may be a person that is “**descended**” from another person if the first person is descended from the other by:

- i. birth; or
- ii. legal adoption; or
- iii. Māori customary adoption in accordance with Mana Ahuriri's tikanga (Māori customary values and practices).

“Mana Ahuriri Ancestor” means an individual who exercised Customary Rights by virtue of being descended from:

- (a) a recognised ancestor of any of the groups referred to in paragraph (b) of the definition of Mana Ahuriri; and
- (b) who exercised customary rights predominantly in relation to the Mana Ahuriri Area of Interest at any time after 6 February 1840;

“Mana Ahuriri Area of Interest” means the Area of Interest of Mana Ahuriri as identified and defined in the Deed of Settlement;

“Mana Ahuriri Claims” means Mana Ahuriri historical claims against the Crown in respect of the Crown's breaches of its obligations to Mana Ahuriri under the Treaty of Waitangi, as identified in the Deed of Settlement;

“Mana Ahuriri Group” means the Trust and its Subsidiaries (if any);

“Mana Ahuriri Trust Register” means the register of Members that is to be maintained by the Trustees in accordance with the First Schedule to this Deed;

“Member” means a Beneficiary who is registered on the Mana Ahuriri Trust Register in accordance with the First Schedule of this Deed;

“Membership Validation Committee” means the committee appointed in accordance with the First Schedule;

“Property” means all property (whether real or personal) and includes choses in action, rights, interests and money;

“Registrar-General of Land” or **“Registrar-General”** means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952;

“Related Person” has the same meaning as provided in the Income Tax Act 2007;

“Settlement Act” means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement and the premises contained within that deed;

“Settlement Date” means the date defined as the Settlement Date that the Settlement Legislation is passed;

“Special Resolution” means a resolution that has been passed with the approval of not less than 75% of the Adult Members of Mana Ahuriri who validly cast a vote in accordance with the process set out in the Fourth Schedule;

“Statements of Intent” means the statements of intent prepared by a Subsidiary in accordance with clause 12.1;

“Subsidiaries” or **“Subsidiary”** means any entity or trust that is:

- (a) wholly owned; or
- (b) controlled directly

by the Trust;

“Trust” means the trust created by this Deed which is to be called the Mana Ahuriri Trust;

“Trust’s Assets” means the trust fund of the Trust and shall include all assets received or otherwise owned or acquired from time to time by the Trustees, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees;

“Trust’s Purpose” means the purpose set out in clause 2.4;

“Trust Period” means the period from the date of this Deed until the Vesting Day.

“Trustees” means the trustees appointed from time to time in accordance with clause 3.1 and 3.2 and the Second Schedule of this Deed to represent Mana Ahuriri and to act as the trustees for the time being of the Trust and **“Trustee”** shall mean any one (1) of those persons;

“Vesting Day” has the meaning set out in clause 28.

1.2 Interpretation

In this Trust Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other genders;
- (c) references to a person include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Deed;
- (f) the schedules to this Deed shall form part of this Deed;
- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Deed; and
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993.

2 CONSTITUTION, STATUS AND OBJECT OF THE TRUST

2.1 Trust Established:

The Trustees acknowledge that they hold the Trust's Assets upon the trusts and with the powers set out in this Deed. The Trustees further acknowledge that the trust hereby created shall be known as the **Mana Ahuriri Trust**.

2.2 Trust Administration:

The Trust shall be governed and administered by and in accordance with this Deed. Trustees must represent the interests of all Beneficiaries of Mana Ahuriri Trust irrespective of whanau affiliations.

2.3 Powers of Trust:

The Trustees continue to have all the powers of a natural person and may exercise those powers in accordance with the terms of this Trust and the law. Without limiting in any way the generality of the foregoing, the Trustees shall have the powers:

- (a) to receive or accept, or to make any disposition of, any real property, including any interest of any type in real property;
- (b) to receive or accept, or to make any disposition of, any personal property (whether chattels, choses in action, intellectual property, and otherwise howsoever), including any interest of any type in personal property;
- (c) to receive or grant any security, including any guarantee, mortgage, pledge, charge, or security interest, in relation to all, or any part of, Property;
- (d) to contract, to grant a release, to grant a power of attorney (in a form determined by the Trustees and only to a person who is a Member and not to any co-Trustee), to appoint an agent, a receiver, or a stakeholder, to settle property on, or declare, a trust;
- (e) to issue or take any debt or equity security;
- (f) to borrow or to lend money;
- (g) to undertake any business or investment, including any joint venture and limited partnership, and using any Trust Assets;
- (h) to acquire and retain Property (including by way of exchange), and irrespective of whether or not it is income producing, so long as the Trustees are satisfied that there is or will be benefit to the Beneficiaries of Mana Ahuriri Trust or the Mana Ahuriri Group in such retention;
- (i) to sell Property on such terms as the Trustees consider appropriate, including leaving any part of the purchase price owing, with or without security and with or without interest;
- (j) to lease from or to any third party any Property;
- (k) to establish and fund any scholarship, sponsorship, grant and/or award for any educational, community, vocational and cultural purposes;

- (l) to start and utilise any reserve funds;
- (m) to assume and fully discharge all proper liabilities of Mana Ahuriri Incorporated incurred in connection with the negotiation and implementation of the Deed of Settlement;
- (n) to insure against such risks as the Trustees deem expedient for the benefit of Mana Ahuriri Group, including key man, life, business interruption, material damage, loss of income, statutory liability, Trustee liability, material damage, cyber and directors and officers cover;
- (o) to maintain, manage, improve and develop any Property;
- (p) to employ or contact any person to work for Mana Ahuriri Group; and
- (q) to act as directors in any Company or Subsidiary of Mana Ahuriri Group

on such terms as the Trustees consider appropriate unless inconsistent with any other provision in this Deed, and for the benefit of the Beneficiaries of Mana Ahuriri Trust and/or the Trust Purpose

2.4 Purpose of the Trust:

The purpose for which the Trust is established is to receive, manage, hold and administer the Trust's Assets on behalf of and for the benefit of the present and future Beneficiaries of Mana Ahuriri Trust in accordance with this Deed.

Without limiting in any way the generality of the foregoing, the Trustees may:

- (a) promote the educational, spiritual, economic, social and cultural advancement or well-being of the Beneficiaries of Mana Ahuriri Trust ;
- (b) provide for the on-going maintenance and establishment of places of cultural or spiritual significance for the Beneficiaries of Mana Ahuriri Trust;
- (c) promote the health and well-being generally Beneficiaries of Mana Ahuriri Trust, including of the aged or those suffering from mental or physical sickness or disability; and
- (d) undertake activities including commercial activities to support the Trust Purpose.

2.5 Restriction on Major Transactions:

Notwithstanding clause 2.3, the Trustees must not enter into a Major Transaction; and must ensure that any Subsidiaries are established on terms which provide that such Subsidiaries must not enter into a Major Transaction, unless that Major Transaction:

- (a) is approved by way of Special Resolution in accordance with the Fourth Schedule; or
- (b) is contingent upon approval by way of Special Resolution in accordance with the Fourth Schedule.

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

3.1 Initial Trustees

Pending election and appointment of Trustees in accordance with the Second Schedule, the initial nine Trustees shall be;

- (i) Rururaru Heitia Hiha
- (ii) Beverley Jane Horiana Kemp-Harmer
- (iii) Tania Harriet Huata – Kupa
- (iv) Joinella Mouru Patricia Maihi-Carroll
- (v) Piriniha Tuturu Prentice
- (vi) Evelyn Nukumai Te Mangai Ratima
- (vii) Rangi Spooner
- (viii) Barry Allan Wilson
- (ix) Terry Owen Wilson

3.2 Appointment in accordance with Second Schedule:

Subject to clause 3.1 and the provisions of the Second Schedule, not less than seven nor more than nine Trustees from time to time shall be appointed and hold office in accordance with this Deed.

3.3 Extent of Trustees' discretion to manage Trust affairs:

Subject to any requirements imposed by this Deed, the Deed of Settlement, the Settlement Act and in accordance with law the Trustees shall control and supervise the business and affairs of the Trust in such a manner as they, in their sole discretion, see fit.

3.4 Proceedings of Trustees:

Except as otherwise provided in the Deed the proceedings and other affairs of the Trustees shall be conducted in accordance with the rules set out in the Third Schedule.

3.5 Trustees Remuneration

Trustees' remuneration must:

- (a) in respect of the initial Trustees in clause 3.1, who will be appointed before the first annual general meeting, be set by them for the period they hold office as initial Trustees, on the basis of professional advice they must seek and thereafter
- (b) be authorised by a resolution of Adult Members of Mana Ahuriri in accordance with clause 15.2. In recommending trustee remuneration levels the Trustees must first seek professional advice in that regard.

3.6 Trustee Expenses

Trustees will be entitled to be reimbursed reasonable expenses reasonably incurred in relation to their acting as Trustees.

4. CHIEF EXECUTIVE AND OTHER EMPLOYEES

4.1 Trustees to appoint Chief Executive and/or Manager:

The Trustees may (on such terms as the Trustees' determine but subject to clause 4.3) appoint a Chief Executive and/or Manager to manage the day to day administration of the Trust including without limitation the implementation of the Trustees' planning, reporting and monitoring obligations under this Deed.

4.2 Delegations to Chief Executive and/or Manager:

The Trustees shall ensure that any Chief Executive and/or Manager is appointed on terms which require that the Chief Executive (or Manager, where applicable) shall be responsible for the employment of all other employees of the Trust and shall exercise such other powers and discretions as are delegated to him or her by the Trustees from time to time.

4.3 Trustee Role:

A Trustee may not hold the position of Chief Executive and/or Manager or be an employee of any entity or trust in the Mana Ahuriri Group, but may be a contractor to any entity or trust in the Mana Ahuriri Group provided that:

- (a) the terms of engagement shall be those determined by the other Trustees, and which must be at arms' length and in accordance with normal commercial terms on which the Trust would engage non-associated third parties, and

- (b) the remuneration payable to the contractor must be limited to:
 - (i) a fair and reasonable reward for services performed,
 - (ii) reimbursement of expenses properly incurred, and
 - (iii) usual professional, business or trade charges and
- (c) the provisions of clause 16 and 17 are strictly adhered to.

5. KAUMĀTUA KOMITI

5.1 Establishment of Kaumātua Komiti

- (a) The Trustees shall within such time they consider reasonably fair, establish and appoint a Kaumātua Komiti on such terms of appointment, and subject to such rules and regulations, meeting procedures and processes, as may be prescribed by the Trustees from time to time.
- (b) The Trustees shall, when establishing and appointing the Kaumātua Komiti, take into consideration the aspirations and expectations of Kaumātua on how they wish to be represented.
- (c) The Trustees shall determine and provide, in consultation with Kaumātua, an appropriate level of resources to support the proper functioning of the Kaumātua Komiti.

5.2 Role of Kaumātua Komiti

- (a) The Kaumātua Komiti will be responsible for advising the Trustees on matters relating to the tikanga, reo, kawa, korero, and whakapapa of Mana Ahuriri and any other matter or issue that affects the quality of life and beneficial well-being of the Beneficiaries of Mana Ahuriri Trust
- (b) The Trustees shall have regard to the advice of the Kaumātua Komiti but any advice obtained from the Kaumātua Komiti shall not be binding on the Trustees.
- (c) At the invitation of the Trustees, a Kaumātua Komiti representative may attend a meeting of the Trustees but shall not have any right to vote on any matter.

5.3 Trustees not to be members:

A Trustee may not contemporaneously with his or her holding office as Trustee be appointed to or remain part of the Kaumātua Komiti.

6. RANGATAHI KOMITI

6.1 Establishment of Rangatahi Komiti:

- (a) The Trustees shall within such time they consider reasonably fair, establish and appoint a Rangatahi Komiti on such terms of appointment, and subject to such rules and regulations, meeting procedures and processes, as may be prescribed by the Trustees from time to time.
- (b) The Trustees shall, when establishing and appointing the Rangatahi Komiti, take into consideration the aspirations and expectations of Rangatahi on how they wish to be represented.
- (c) The Trustees shall determine and provide, in consultation with Rangatahi, an appropriate level of resources to support the proper functioning of the Rangatahi Komiti.

6.2 Role of Rangatahi Komiti:

- (a) The Rangatahi Komiti will be responsible for advising the Trustees on matters relating to the social and economic aspirations, expectations, priorities and needs of the Rangatahi of Mana Ahuriri and any other matter or issue that affects their engagement as positive, productive and proactive Beneficiaries of Mana Ahuriri.
- (b) The Trustees shall have regard to the advice of the Rangatahi Komiti but any advice obtained from the Rangatahi Komiti shall not be binding on the Trustees.
- (c) At the invitation of the Trustees, a Rangatahi Komiti representative may attend a meeting of the Trustees but shall not have any right to vote on any matter.

6.3 Trustees not to be members:

A Trustee may not contemporaneously with his or her holding office as Trustee be appointed to or remain part of the Rangatahi Komiti.

7. TRUSTEES MAY ESTABLISH SUBSIDIARIES

7.1 Establishment of Subsidiaries:

In receiving, controlling, and supervising the use of the Trust's Assets on behalf of Mana Ahuriri, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trustees may establish and oversee the operations of any Subsidiaries.

7.2 Ownership and Control of Subsidiaries:

The Trustees shall ensure that any Subsidiary is established on terms which require the Subsidiary to manage any of the Trust's Assets it holds solely for the benefit of Mana Ahuriri. The Trustees shall ensure that they have and retain all the shares in any Subsidiary that is a Company and the sole power to appoint and remove the trustees and directors or any controlling body of any Subsidiary.

7.3 Trustees to monitor:

The Trustees shall exercise their shareholding or power of appointment in respect of any Subsidiaries in such a way as to ensure that these entities carry out their activities in a manner which is consistent with the Trust's Purpose.

7.4 Trustee to fund Subsidiaries:

The Trustees may fund Subsidiaries (if any) by distributing capital or income or by making advances to the Subsidiary or by such other means as is consistent with the Trust's Purpose.

7.5 Directors responsible for governance:

For the avoidance of doubt, and except as expressly provided by this Deed, all entities or trusts within the Mana Ahuriri Group shall be governed by their respective boards or other responsible bodies and the role of the Trustees in respect of those entities or trusts shall be limited to the exercise of the rights conferred on the Trustees as shareholders or (as applicable) appointor and beneficiary of the relevant entity or trust.

7.6 Remuneration of directors and other trustees:

The Trustees shall ensure that Subsidiaries are established on terms which give the Trustees the power to determine the remuneration payable to any director or trustee or controlling body of any Subsidiary.

7.7 No influence in determining remuneration

No Trustee receiving any remuneration referred to in clause 7.6 shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

8. APPOINTMENT OF DIRECTORS AND TRUSTEES

8.1 Appointment and removal of directors and trustees:

The Trustees shall ensure that Subsidiaries are established on terms which ensure that the directors and trustees or other controlling body of the Subsidiary shall be appointed and removed by the Trustees.

8.2 Trustees as directors and trustees of Subsidiaries:

No more than 40% of the Trustees then in office may be appointed as directors or trustees of any individual Subsidiary.

8.3 Appointments with regard to skills and expertise:

A director, a trustee or a controlling body of any Subsidiary shall only be appointed by the Trustees if that person has the particular skills and expertise that are necessary for the appointment having regard to the activities that the Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is necessary on the relevant Subsidiary.

8.4 A director, a trustee or a controlling body of any Subsidiary does not have to be a Beneficiary of Mana Ahuriri.

9. APPLICATION OF INCOME AND CAPITAL

9.1 Trustees may apply income and capital:

During the Trust Period and subject to any other requirements in this Trust Deed, the Trustees may:

- (a) provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of Beneficiaries of Mana Ahuriri Trust;

- (b) use or apply any capital of the Trust's Assets to or for the benefit of Beneficiaries of Mana Ahuriri Trust and for the Trust's Purpose without first using or applying the whole or any portion of the income of the Trust's Assets for that year;
- (c) set aside reserves or accumulations for future use or application by the Trustees, and/or
- (d) make payments to any Beneficiary who is a minor to their parent or guardian and to receive a valid receipt from that parent or guardian as a discharge to the Trustees for that payment

as the Trustees in their sole discretion think fit for or towards the Trust's Purpose.

10. PLANS

10.1 Trustees to prepare Annual Plan:

In addition to the requirement in clause 10.3, the Trustees shall prepare no later than one (1) month before the commencement of each Income Year an Annual Plan which specifies in respect of that Income Year information including:

- (a) the strategic vision of Mana Ahuriri Group, consistent with the longer term vision of the Mana Ahuriri Group as identified in the Five Year Plan;
- (b) the nature and scope of the activities proposed by the Trustees for the Mana Ahuriri Group in the performance of the Trust's Purpose;
- (c) the ratio of capital to total assets, in order to provide sufficient information regarding the capacity of the Trust's capital to support its assets ;
- (d) the performance targets and measurements by which performance of the Mana Ahuriri Group may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with;
- (f) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Beneficiaries of Mana Ahuriri Trust, and
- (g) any other information as the Trustees in their discretion consider necessary or appropriate.

10.2 Trustees to Prepare Five Year Plan:

In addition to the requirement in clause 10.1, the Trustees shall also produce within 18 months following the execution of this Deed, and update not less than every two (2) years, a Five Year Plan. Such a plan shall set out the longer term vision of the Trustees in respect of the matters referred to in clause 10.1(a) and (g) and shall include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust's Assets. For the avoidance of doubt, the Trustees may, where they consider it appropriate, depart from any of these policies at any time, but will ensure that the Five Year Plan is updated to reflect such departure.

10.3 Initial Annual Plan

In addition to the requirements in clauses 10.1 and 10.2 the Trustees shall, within three (3) months of establishment of the Trust prepare and produce an Annual Plan and a Five Year Plan that comply with the matters in clause 10.1 and 10.2 . Those plans shall have effect until such time as they are replaced by new plans as required in clause 10.1 and 10.2.

11. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

11.1 Preparation of Annual Report:

- (a) The Trustees must, within five (5) months after the end of each Income Year, and no later than 20 Business Days prior to an annual general meeting, cause to be prepared an Annual Report on the affairs of the Mana Ahuriri Group covering the accounting period ending at the end of that Income Year which includes a comparison of performance against the Annual Plan, and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Mana Ahuriri Group for that Income Year.
- (b) The Consolidated Financial Statements shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm (including without limitation any such payment to any Trustee as a director or trustee of a Subsidiary) and details of any premiums paid in respect of Trustees' indemnity insurance (or any indemnity payments made by an insurer).

11.2 Audit of financial statements:

The Trustees must also ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public practice prior to the annual general meeting of the Trust for the Income Year immediately following the Income Year to which the financial statements relate.

11.3 Appointment of auditor:

The auditor shall (except in the case of the Consolidated Financial Statements presented to the first annual general meeting) be appointed by resolution of Adult Members of Mana Ahuriri at each annual general meeting, to which meeting the Trustees will make a recommendation of auditor. However, for the Consolidated Financial Statements to be presented at the first annual general meeting, the auditor shall be appointed by the Trustees. No Trustee or employee of the Trust (including any firm of which such a person is a member or employee) may be appointed as the auditor. For the avoidance of doubt, the Trust's accountant shall not be appointed as the auditor.

12. SUBSIDIARIES TO PREPARE PLANS AND REPORTS

12.1 Subsidiaries to prepare Plans and Statements of Intent:

The Trustees shall procure that each Subsidiary will:

- (a) within three (3) months of the establishment of the Subsidiary, prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) as required by the Trustees, update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- (c) no later than one (1) month following the completion of the Statement of Intent referred to in paragraph (a) of this clause, and thereafter no later than two (2) months before the commencement of each Income Year, prepare an annual plan setting out the steps to be taken in the relevant Income Year to fulfil the objectives and principles of the Statement of Intent.

12.2 Trustee approval required:

- (a) Prior to being implemented all Statements of Intent and annual plans must be approved by the Trustees. Such approval shall be considered in light of the Trust's overall plans and policies in respect of the Trust Assets.
- (b) Every annual plan provided for approval to the Trustees shall include the Subsidiary's respective activities and budgets for the forthcoming Income Year.

12.3 Reports to comply with legislative requirements:

The Trustees shall procure that all annual reports by any Subsidiary that is a company comply in all respects with all relevant legislative requirements, including without limitation:

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the company or any of its subsidiaries, or the classes of business in which the company has an interest, whether as a shareholder of another company or otherwise;
- (b) the financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 1993;
- (c) the auditor's report of the financial statements (or group financial statements) of the company for that Income Year.

12.4 Subsidiaries to comply with standard:

All reports of any Subsidiary that is a trust shall be provided to the same standard, including as to form and content, as is required under clause 12.3 as if the Subsidiary was a company.

12.5 Report to include comparison against plans:

In addition to the matters set out in clause 12.1 the Trustees shall procure that all reports by any Subsidiary include a comparison of the Subsidiary's performance against both its respective annual plan for that Income Year and its medium and longer term planning objectives (as set out in the Statement of Intent).

12.6 Protection of Information:

For the avoidance of doubt, nothing in this clause 12 limits or affects the rights of the Trustees, as shareholders in any Subsidiary that is a company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Subsidiary.

13. DISCLOSURE OF PLANS, REPORTS AND MINUTES

13.1 Documents to be available for inspection:

The Trustees shall hold at their offices and make available for inspection by any Beneficiary of Mana Ahuriri Trust during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three (3) Income Years;
- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plan;

- (d) the Five Year Plan;
- (e) the Statements of Intent;
- (f) the minute book of the Trust kept in accordance with clause 15.15 of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) the Deed and any amendment to the Deed; and
- (h) the current constitution or trust deed of any Subsidiary;

and the Register of Members shall also be available for inspection by Members to check their own personal details (and those of a Member who is a minor, where they are a parent or guardian of that minor) and make any corrections if required.

13.2 Costs of copying:

Any Beneficiary of Mana Ahuriri Trust shall be entitled to obtain copies of the information referred to in clause 13.1(a) to (h). However the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

14. NO DISCLOSURE OF SENSITIVE OR PRIVATE INFORMATION

- 14.1 For the avoidance of doubt, but subject to the Trustees' reporting obligations in clauses 11.1, 13.1 and 15.1, the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of the Trustees and the Mana Ahuriri Group, and the Members, which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive, or to be subject to privacy requirements.

15. GENERAL MEETINGS

15.1 Trustees to hold annual general meeting:

The Trustees shall, no later than six (6) calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last annual general meeting of the Trust, hold a general meeting for Members, to be called its annual general meeting, and shall at that meeting:

- (a) report on the operations of the Mana Ahuriri Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;

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- (c) present the proposed Annual Plan;
- (d) announce the names of all newly appointed Trustees;
- (e) undertake all other notified business; and
- (f) at the discretion of the chairperson of the meeting, undertake any other general business raised at that meeting.

At that meeting the Adult Members of Mana Ahuriri will appoint an auditor and will set the Trustee's remuneration, in accordance with this Deed.

15.2 Approval of Trustees' remuneration and appointment of auditor:

- (a) Subject to clause 3.5, no remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Members of Mana Ahuriri present at the annual general meeting.
- (b) Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee.
- (c) This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director or trustee of a Subsidiary and that remuneration shall be determined by the Trustees pursuant to clause 7.6.
- (d) Subject to clause 11.3, the appointment of the auditor for the next Income Year must be made by a resolution of the Adult Members of Mana Ahuriri present at the annual general meeting.

15.3 Notice of general meeting:

- (a) The Trustees shall give not less than 21 days' notice of the holding of the annual general meeting.
- (b) The notice referred to in paragraph (a) of this clause shall be sent by written or electronic form to all Adult Members of Mana Ahuriri at the last known or registered email address for each such Adult Member of Mana Ahuriri.

- (c) Notice of the meeting shall also be advertised prominently on the Trust's official website as well as on any official social media accounts.
- (d) Any absence of notice due to lack of registered or updated email addresses or unnoticed advertisements will be the sole responsibility of each such Adult Member of Mana Ahuriri.
- (e) All notices referred to in this clause shall contain:
 - (i) the date, time and place of the meeting;
 - (ii) an agenda of matters to be discussed at the meeting; and
 - (iii) details of where copies of any information to be laid before the meeting may be inspected.

15.4 Notice of special meetings:

In addition to the annual general meeting of the Trust, the Trustees shall convene a special general meeting for the Members on the requisition of:

- (a) the Chairperson and Deputy Chairperson for the time being of the Trust; or
- (b) the majority of the Trustees then in office; or
- (c) 5% of the Adult Members of Mana Ahuriri or
- (d) the Disputes Committee in accordance with clause 29.8.

Notice of such a meeting shall be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting shall be required to provide a statement to the Trustees setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

15.5 Annual general meeting not limited to notified business:

At the discretion of the chairperson of the meeting, any general business raised at the designated time for general business at any annual general meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting.

15.6 Special meeting limited to notified business:

No business shall be transacted at any special general meeting other than the business expressly referred to in the notice calling that meeting.

15.7 Invalidation:

The proceedings of a meeting are not invalidated by the accidental omission to give notice to, or a failure to receive notice of an annual or special general meeting by, a Member.

15.8 Deficiency of notice:

Subject to clause 15.6, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if the deficiency or irregularity is not material.

15.9 Quorum:

The quorum required for any annual or special general meeting of the Trust shall be 25 Adult Members of Mana Ahuriri present in person, and a quorum of Trustees present in person. For the avoidance of doubt, if a Trustee is an Adult Member of Mana Ahuriri he or she is entitled to vote, but they are not counted in the quorum of 25 Adult Members.

15.10 Chairing of meetings:

The Chairperson for the time being of the Trust will be the chairperson of any annual or special general meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one (1) of their number to substitute as the chairperson for that meeting.

15.11 Speaking rights at meetings

At any formally constituted annual general meeting or special general meeting, the right to speak will be reserved exclusively for Adult Members of Mana Ahuriri. If any other person present at those meetings would like to speak, first it will be necessary for them to request and obtain permission to speak from the person appointed pursuant to clause 15.10 as chair of the meeting.

15.12 Voting:

- (a) To the extent that a vote is sought or required at any annual or special general meeting, every Adult Member of Mana Ahuriri present shall have one (1) vote.
- (b) All resolutions except Special Resolutions require the approval of not less than a majority of the Adult Members of Mana Ahuriri who validly cast a vote. Special resolutions require approval of not less than 75% of Adult Members of Mana Ahuriri who validly cast a vote.
- (c) Voting may be by voice or on a show of hands.
- (d) The chairperson of the meeting may also demand a poll on a resolution either before or after any vote, which among other things, requires the Adult Members of Mana Ahuriri to verify their eligibility by a process directed by the chairperson of the meeting.
- (e) However, except as provided in clauses 2.5, 15.2, 25, 26, and 27 and where Special Resolutions have been passed in accordance with the Fourth Schedule, the Trustees shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give proper consideration to any such resolution in administering the Trust's Assets and carrying out the Trust's Purpose; and
- (f) The latest version of the Mana Ahuriri Trust Register will be present at any annual or special general meetings.

15.13 Adjourned meetings:

If after one (1) hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be re-convened seven (7) days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present after one hour from the time appointed for that adjourned meeting, the Adult Members of Mana Ahuriri present will constitute a quorum.

15.14 Unruly meetings:

If any general meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason, adjourn the meeting or may direct that any uncompleted item of business of which notice was given and which,

in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion and the meeting will be considered closed.

15.15 Minutes:

The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every annual general meeting and special general meeting.

15.16 Minutes to be evidence of proceedings:

Any minute of the proceedings at an annual general meeting or a special general meeting which is purported to be signed by the chairperson at that meeting shall be evidence of those proceedings.

15.17 Minutes to be evidence of proper conduct:

Where minutes of an annual general meeting or a special general meeting have been made in accordance with this clause then, until the contrary is proven, the meeting shall be deemed to have been properly convened and its proceedings to have been conducted properly.

16. DISCLOSURE OF INTERESTS

16.1 Definition of interested Trustee:

A Trustee will be interested in a matter if the Trustee:

- (a) is a party to, or will derive a material financial benefit from, that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter (not being a party that is wholly owned, or in the case of a trust controlled by the Trustees or any other part of the Mana Ahuriri Group);
- (d) is the parent, child, grandchild, grandparent, whangāi, spouse, de facto or civil union partner of another party to, or person who will or may derive a material financial benefit from, the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

but the following interests are not considered a financial interest in a matter:

- (i) remote or insignificant interests of a nature that could not reasonably be regarded as likely to influence the Trustee when carrying out his or her responsibilities, and
- (ii) an interest that the Trustee has in common with other Beneficiaries of Mana Ahuriri Trust and
- (iii) Trustee remuneration in that capacity which is to be determined under clause 3.5(a) and (b).

16.2 Disclosure of interest to other Trustees:

A Trustee must forthwith, after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Trustees, disclose to his or her co-Trustees at a meeting of the Trustees:

- (a) if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or
- (b) if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

16.3 Recording of Interest:

A disclosure of interest by a Trustee (and the nature and the extent or monetary value of that interest) shall be recorded in the minute book and the interest register of the Trust.

17. DEALINGS WITH “INTERESTED” TRUSTEES

- 17.1 An interested Trustee may take part in discussions but shall not take part in any vote in respect of any matter in which that Trustee is interested, nor shall the Trustee be counted for the purposes of forming a quorum in any meeting to consider such a matter.
- 17.2 Where 50 per cent or more of those forming the Trustees' quorum are prevented from voting on the matter because they have disclosed an interest, then the remaining Trustees must call a Special General Meeting to determine the matter.

18. PROHIBITION OF BENEFIT OR ADVANTAGE

18.1 In the carrying on of any business by any part of the Mana Ahuriri Group under this Deed, and in the exercise of any power authorising the remuneration of the Trustees, no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able by virtue of that capacity in any way (whether directly or indirectly) to determine, or to materially influence the determination of the nature or amount of that benefit, advantage or income, or the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived. The taking part in discussions under clause 17 is not a breach of this clause.

19. DISCLOSURE OF TRUSTEE REMUNERATION ETC

19.1 The Trustees shall, in accordance with clause 11.1(b), show the amount of any remuneration paid to any Trustee or any Trustee's firm and the amount of any premiums paid out of the Trust's Assets for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to clause 22.

20. ADVICE TO TRUSTEES

20.1 Trustees may rely on advice:

The Trustees may, when exercising their powers or performing their duties, rely on reports, statements and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned; and
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence.

21. LIABILITY OF TRUSTEES

21.1 A Trustee shall be liable for losses attributable to his or her negligence, dishonesty or to his or her wilful commission or omission of an act which he or she knows or should have known to be a breach of this Deed. However no Trustee shall be bound to take, or be

liable for failing to take, any proceedings against a co-Trustee for any breach or alleged breach.

22. INDEMNITY AND INSURANCE

22.1 Indemnity and insurance for Trustees:

Any Trustee, officer or employee of the Trust shall be indemnified, and/or have their insurance and other costs or losses met, out of the Trust's Assets against any liability which he or she incurs in consequence of anything properly done by him or her pursuant to the terms of this Deed, including costs incurred in relation to any actual or potential civil or criminal proceedings (including professional advice and legal fees) where:

- (a) those costs or losses do not arise out of any negligence, recklessness, dishonesty or wilful commission or omission of an act which the Trustee, officer or employee knows or should have known to be a breach of this Deed; and
- (b) he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the Trust's Purpose.

22.2 Indemnity and insurance costs to be just and equitable:

All indemnities and insurance costs may only be provided to the extent that the Trustees in their discretion think just and equitable. The Trustees are specifically empowered to obtain indemnity insurance at the cost of the Trust for any period both during and after the existence of the Trust.

22.3 Indemnity and insurance regarding specific trusts:

If any assets are held by the Trustees on any separate specific trust, then any Trustee, officer or employee of the Trust may in respect of proceedings brought in relation to that separate specific trust only be indemnified, and/ or have their insurance costs met out of, those assets.

22.4 Record of decisions:

All decisions made under this clause to give or approve indemnities and/or meet or approve any insurance costs shall be recorded in the minutes of the meeting of the Trustees at which such a decision was made together with the reasons why such indemnities or insurance costs were thought by them to be just and equitable.

23. MANA AHURIRI NOT TO BE BROUGHT INTO DISREPUTE

23.1 Trustees not to bring into disrepute:

No Trustee shall act in a manner which brings or is likely to bring the Trust or any member of the Mana Ahuriri Group into disrepute. Examples of actions (or omissions):

- (a) a Trustee refusing to act when they should;
- (b) sustained absence of a Trustee without permission or reasonable excuse;
- (c) conviction of a serious dishonesty offence or an indictable offence;
- (d) bankruptcy or being subject to a compulsory treatment order; or
- (e) making or threatening to make unauthorised statements; or
- (f) disclosing, or making improper use of, sensitive or private information.

23.2 Directors not to bring into disrepute:

The Trustees shall also ensure that Subsidiaries are established on terms which provide that the directors or trustees of any such Subsidiary are not to act in a manner which brings or is likely to bring the Trust or any part of the Mana Ahuriri Group into disrepute.

23.3 Trustee may be censured or removed:

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any part of the Mana Ahuriri Group may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured or removed from office.

23.4 Censure or removal to be notified:

The censure or removal of a Trustee in accordance with clause 23.3 shall, together with reasons, be reported to the Members at the next annual general meeting of the Trust following such censure or removal.

23.5 Effect of Removal:

A Trustee removed from office in accordance with clause 23.3 shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than three (3) years following his or her removal.

Each of the Trustees hereby irrevocably grants a power of attorney in favour of the other Trustees to:

- (a) convey the Trust's Assets to the other Trustees and any replacement trustee and
- (b) execute a Deed of Retirement (and where applicable Appointment) of Trustees in the event that the Trustee is removed from office under this Deed.

23.6 Replacement of Trustee:

The removal of a Trustee in accordance with clause 23.3 shall give rise to a vacancy which shall be filled or left vacant temporarily in accordance with rules 3.2 and 3.3 of the Second Schedule.

24. GIFTS OR DONATIONS

24.1 Trustees may accept specific trusts:

Notwithstanding any other provision in this Trust Deed, the Trustees may accept or otherwise deal with any Property upon trust for the purpose of that trust or for any specific purpose that comes within the Trust's Purpose. Such a trust may include any trust for the benefit of Beneficiaries of Mana Ahuriri Trust. Any property held by the Trustees pursuant to this clause shall be dealt with in accordance with the terms of that trust and shall not constitute part of the Trust's Assets.

24.2 Specific trusts to be separate:

If the Trustees accept a trust for any specific purpose as outlined in clause 24.1 the Trustees must keep the Property subject to such trust and any income derived from it separate from the Trust's Assets, and administer that Property and income as a separate specific trust in terms of the trust under which it was accepted.

24.3 Use of specific trust assets:

The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trustees may hold, and the Trustees shall also not use the Trust's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

25. AMENDMENTS TO DEED

25.1 Special Resolution required:

Subject to clause 25.2, and clause 25.3, all amendments to the Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

25.2 Limitations on Amendment:

Other than in accordance with clause 25.3, no amendment shall be made to the Deed which:

- (a) changes the Trust's Purpose so that the Trustees are no longer required to act for the collective benefit of the present and future Beneficiaries of Mana Ahuriri Trust;
- (b) changes this clause 25.2; Limitations on Amendment;
- (c) changes clause 26; Termination of Trust by Adult Members of Mana Ahuriri;
- (d) changes the finally agreed definition of Beneficiary of Mana Ahuriri Trust, Mana Ahuriri Ancestor, Mana Ahuriri Area of Interest, or Mana Ahuriri Claims after settlement legislation has been passed;
- (e) changes the requirement for a Special Resolution (as defined from time to time) in clause 25.1; Special Resolution required;
- (f) changes the Beneficiaries of Mana Ahuriri Trust or Member eligibility of the Trust; and
- (g) changes rule 3.1 of the Fourth Schedule relating to the voting threshold of 75% of the Adult Members of Mana Ahuriri.

25.3 Amendment to make definitions consistent with Deed of Settlement and Settlement Legislation

Notwithstanding any other provision in this Deed to the contrary, this Deed must be amended by the Trustees by Deed to make the definition of Beneficiary of Mana Ahuriri Trust, Mana Ahuriri, Mana Ahuriri Ancestor or Mana Ahuriri Claims the same as the equivalent definitions set out in the final Deed of Settlement and the Settlement Legislation (namely Member of Ahuriri Hapu, Ahuriri Hapu, ancestor of Ahuriri Hapu and Ahuriri Hapu historical claims). If the Deed is amended due to operation of this sub-

clause a Special Resolution passed in accordance with the Fourth Schedule is not required.

25.4 Consideration of proposals

- (a) Every Adult Member of Mana Ahuriri may put forward for consideration by the Trustees proposals for amendments to the Deed;
- (b) Any proposal put forward under this clause 25.4 must be in writing and addressed to the Chairperson at the registered office of the Trust;
- (c) Any proposal put forward under this clause 25.4 must be considered by the Trustees at their next available meeting;
- (d) If the proposal for an amendment to the Deed complies with clauses 25.2 and 25.4, the Trustees must call a special general meeting to consider the proposal;
- (e) If the Trustees do not discard the proposal in accordance with clause 25.5 they may, in their discretion, discuss it at the next annual general meeting.

25.5 Proposals to be discarded

Where a proposal for amendments to the Deed does not comply with clauses 25.2 and 25.4, the Trustees may discard the proposal and the Trustees will not be required to call a special general meeting in accordance with the Fourth Schedule.

26. TERMINATION OF TRUST BY ADULT MEMBERS OF MANA AHURIRI

26.1 Subject to clause 25.2:

- (a) the Trust established by this Deed may be terminated or dissolved if the Adult Members of Mana Ahuriri have, by Special Resolution, resolved to do so; and
- (b) on the termination or dissolution of this Trust under this clause, the Trust's Assets after the payment of costs, debts and liabilities shall be paid to or resettled upon one or more other trusts or entities that have been established for the benefit of the present and future Beneficiaries of Mana Ahuriri Trust as long as such payment does not offend against the rule against perpetuities to the extent such rule applies to this Trust.

27. RESETTLEMENT

27.1 The Trustees have the power to settle or resettle any or all of the Trust's Assets upon trust in any manner in which, in the opinion of the Trustees is for the advancement or benefit of the present and future Beneficiaries of Mana Ahuriri Trust provided that the resettlement is approved by Special Resolution.

28. PERPETUITIES and VESTING DAY

28.1 Subject to clause 28.2, the Vesting Day of the Trust is the day that is eighty years less one (1) day after the date of this Deed, that date being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to Mana Ahuriri is hereby specified accordingly.

28.2 If the Settlement Act provides that the rule against perpetuities and the other rules of law regulated by the Perpetuities Act 1964 are not to apply to the Trust, clause 28.1 shall not apply.

29. DISPUTE RESOLUTION

29.1 Disputes:

In the event that a dispute arises between:

- (a) any Beneficiaries of Mana Ahuriri Trust ; or
- (b) the Trustees and any Beneficiaries of Mana Ahuriri Trust ;

regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and korero of Mana Ahuriri and Customary Rights of Mana Ahuriri then that dispute shall be referred in first instance to the Trustees.

29.2 Notice of Disputes:

All disputes referred to the Trustees in accordance with clause 29.1 shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.

29.3 Reference of Dispute:

If a dispute is not settled within 30 days of the receipt by the Trustees of written notice of the dispute in accordance with clause 29.2 then it shall be referred to a Disputes Committee constituted in accordance with clause 29.4 and 29.5.

29.4 Disputes Committee to be appointed as required:

There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed on a case by case basis, having regard to the precise subject matter of the dispute in question, and only after the expiry of the 30 day period referred to in clause 29.3.

29.5 Appointment and composition of Disputes Committee:

A Disputes Committee shall comprise three members who shall be appointed by the Trustees as follows:

- (a) One (1) independent (ie a person who is not a Beneficiary) nominated by the President from time to time of the New Zealand Maori Law Society or his or her nominee, such person to be a barrister or solicitor with seven (7) or more years' experience, to act as the chair of the Disputes Committee; and
- (b) Two Adult Members of Mana Ahuriri appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that those persons cannot also be Trustees or employees of the Trust.

29.6 Role of Disputes Committee:

The role of a Disputes Committee shall be to facilitate and make findings and decisions on the disputes referred to it.

29.7 Deliberations of Disputes Committee:

In dealing with any dispute a Disputes Committee shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with.

29.8 Disputes Committee May convene hui or general meeting:

In facilitating the resolution of any dispute a Disputes Committee may require the Trustees to convene a general meeting of the Trust in order to discuss the matters that are in dispute or the Disputes Committee may themselves convene a hui.

29.9 Hui to meet notice requirements:

Any general meeting called by a Disputes Committee in order to try to settle any disputes shall be called in accordance with the requirements as to notice and meeting procedure that apply in respect of general meetings of the Trust as set out in this Deed.

29.10 Resolution not binding:

Any resolution passed at a general meeting or hui convened under clause 29.8 does not bind the Disputes Committee.

29.11 Notification of Outcome

A Disputes Committee shall give its findings and decision, together with the reasons, in writing to the Trustees and any other party to the dispute. The findings and decisions of a Disputes Committee shall be final and binding on the parties and the Trustees.

30. REVIEW OF TRUST DEED

30.1 Review of trust deed

The Trustees shall, within four (4) years of the Settlement Date, initiate a review of the terms and operation of this Deed and, in particular, shall review the arrangements relating to the election of Trustees and all other aspects of the representation of Mana Ahuriri.

30.2 Deed review process

In conducting this review the Trustees shall engage and consult with the Beneficiaries of Mana Ahuriri Trust in order to seek their views of on the terms and operation of this Deed and, in particular, the arrangements relating to the election of Trustees and all other aspects of the representation by the Trust and shall have regard to the tikanga of Mana Ahuriri.

30.3 Review to be independently facilitated

The process of engagement and consultation required by clause 30.2 shall be undertaken by an independent facilitator appointed by the Trustees. The role of independent facilitator shall be to:

- (a) liaise with the Trustees in the preparation of any discussion materials to be distributed to the Members;
- (b) facilitate any hui;
- (c) receive, compile and review any written submissions received from Beneficiaries of Mana Ahuriri Trust and
- (d) make recommendations to the Trustees as to the amendments that should be made to the Deed as a consequence of the information received from the process of engagement and consultation.

30.4 Outcome of review

Following the completion of the review and consideration by the Trustees of the report made by the independent facilitator in accordance with clause 30.3, the Trustees shall recommend amendments (if any) to this Deed and seek the approval of those

amendments by Special Resolution of Adult Members of Mana Ahuriri in accordance with the Fourth Schedule.

SIGNED BY

Rururaru Heitia Hiha

as an initial Trustee

in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY

Beverley Jane Horiana Kemp-Harmer

as an initial Trustee

in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY

Tania Harriet Huata-Kupa

as an initial Trustee

in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY

Joinella Mouru Patricia Maihi-Carroll

as an initial Trustee

in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY

Piriniha Tuturu Prentice

as an initial Trustee

in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY

Evelyn Nukamai Te Mangai Ratima

as an initial Trustee

in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY

Rangi Spooner

as an initial Trustee

in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY

Barry Allan Wilson

as an initial Trustee

in the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY

Terry Owen Wilson

as an initial Trustee

in the presence of:

Name: _____

Occupation: _____

Address: _____

FIRST SCHEDULE

MANA AHURIRI TRUST MEMBERSHIP REGISTER

1. TRUST TO KEEP REGISTER

1.1 Trust to maintain register:

The Trustees shall administer and maintain the Mana Ahuriri Trust Register which is a register of Members

1.2 Register to comply with this Schedule:

The Mana Ahuriri Trust Register shall be maintained in accordance with the rules and procedures set out in this Schedule.

1.3 Initial Members

Each person (whether or not over the age of 18 years) registered as a member of Mana Ahuriri Incorporated at the date of this Deed shall for all purposes be deemed a Member without any necessity to go through the application process in rule 3.1 below; provided that if the Trustees are made aware that any Member registered under this clause may not be eligible to be a Beneficiary, such registration shall be cancelled and the person affected shall be required to go through the application process in rule 3.1 below.

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details:

The Mana Ahuriri Trust Register shall record in it the full names, dates of birth, postal addresses and email addresses of Members.

2.2 Member Registration Number:

The Trustees will allocate a Member identification number to each Member on the Register. The Trustees will, immediately after allocation, notify the relevant Member (or in the case of a Member who is not an Adult Member of Mana Ahuriri, then that Member's parent or guardian) of his or her member identification number.

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications:

All applications for registration as a Member must be made in writing to the Trustees in the application form approved from time to time by the Trustees. The application must contain:

- (a) the full name, date of birth and postal and email address of the applicant;
- (b) the whakapapa (genealogical connections) through which the applicant claims affiliation to Mana Ahuriri Hapu; and
- (c) such evidence as the Trustees may from time to time require as to that applicant's status as a Beneficiary of Mana Ahuriri Trust.

3.2 Applications to be made by:

An application for registration as a Member may be made by:

- (a) Beneficiaries of Mana Ahuriri Trust who are 18 years of age or older, on their own behalf or by their legal guardian, or by their duly appointed attorney or property manager;
- (b) Beneficiaries of Mana Ahuriri Trust who are under the age of 18 years, by their parent or legal guardian on their behalf.

4. DECISIONS AS TO MEMBERSHIP

4.1 Membership Validation Committee to be established:

The Trustees shall establish a Membership Validation Committee to make decisions on all applications made pursuant to rule 3.1 of this Schedule for registration as a Member.

4.2 Composition of Membership Validation Committee:

The Membership Validation Committee shall comprise not less than three (3) and not more than five (5) Adult Members of Mana Ahuriri, appointed by the Trustees from time to time, with the expertise and knowledge of Mana Ahuriri whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Mana Ahuriri whakapapa may be appointed to the Membership Validation Committee. Persons on the Kaumatua Komiti may also be

appointed to the Membership Validation Committee. The Membership Validation Committee may also seek advice from the Kaumatua Komiti or any of that Komiti's members.

4.3 Consideration of applications:

All applications for membership pursuant to rule 3.1 of this Schedule together with any supporting evidence shall be forwarded by the Trustees to the Membership Validation Committee.

4.4 Decisions to be made on applications:

Upon receipt of an application for membership in accordance with rule 3.1 of this Schedule the Membership Validation Committee shall properly and within a reasonable time consider the application and shall make a decision as to whether or not the applicant should be registered as a Member. The Membership Validation Committee may defer consideration of any application if it considers it is incomplete or does not provide sufficient evidence to enable a proper decision to be made, but must ensure that the applicant is promptly advised of that deferral and the reasons for it.

4.5 Successful applicants to be notified and registered:

In the event that the Membership Validation Committee decides that the application should be accepted then such decision shall be notified in writing to the Trustees, which shall in turn notify the applicant and enter the applicant's name and other relevant details (including the Member's identification number in accordance with rule 2.2 of this Schedule) in the appropriate part of the Mana Ahuriri Trust Register.

4.6 Notification to unsuccessful applicants:

In the event that the Membership Validation Committee decides to decline the application then such decision shall be conveyed in writing to the Trustees together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decision together with the reasons given for the decision.

4.7 Unsuccessful applicant may reapply:

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Membership Validation Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one (1), any previous application) as to the applicant's status as a Beneficiary of Mana Ahuriri Trust.

5. MAINTENANCE OF REGISTER

5.1 Trustees to establish policies:

The Trustees shall take such steps and adopt such written policies as are necessary to ensure that the Mana Ahuriri Trust Register is maintained in a condition that is as up to date, accurate and complete as possible in recording Members.

5.2 Assistance in identifying membership:

In maintaining the Mana Ahuriri Trust Register the Trustees shall include in the policies that it develops policies for assisting in the identification and registration of Beneficiaries of Mana Ahuriri Trust who are not for the time being on the Mana Ahuriri Trust Register. Such policies shall include policies as to the nature of the assistance that the Trustees will provide to those persons who believe that they are of Mana Ahuriri but for whatever reason are not able to establish this. .

5.3 Responsibility of Members

Notwithstanding rule 1.1 of this Schedule it shall be the responsibility of each person who is a Member (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name (included any changed name) and his or her full postal and email address for the time being is provided and kept updated on the Mana Ahuriri Trust Register.

5.4 Member may Terminate Membership

Any Member may choose to terminate their registration as a Member by notifying the Trustees in writing and the Trustees will immediately remove that person from the Mana Ahuriri Trust Register.

5.5 Inspection of the Register

The Mana Ahuriri Trust Register will held at the offices of the Trust for inspection by Members to check their personal details and make any corrections if required; a parent or guardian of a Member who is a minor may inspect and correct the minor's details.

5.6 Consequences of registration:

Registration of any person on the Mana Ahuriri Trust Register as a Member shall be conclusive evidence of that person's status as a Member.

SECOND SCHEDULE ELECTIONS OF TRUSTEES

1. PROCEDURE

1.1 This Schedule to apply:

The Trustees shall be appointed (other than the initial Trustees appointed under clause 3.1 of this Deed) and all Trustees shall hold office in accordance with the rules and procedures set out in this Schedule and this Deed.

1.2 Each Adult Member of Mana Ahuriri will be entitled to vote for the prescribed number of Trustees required to fill vacancies for Trustee positions in accordance with the rules and procedures set out in this Schedule.

2. ELIGIBILITY FOR APPOINTMENT

2.1 Nominee requirements:

To be eligible as a candidate for election as a Trustee a nominee must, as at the Closing Date for Nominations as set out in rule 6.1 of this Schedule, be:

- (a) recorded in the Mana Ahuriri Trust Register as an Adult Member of Mana Ahuriri and
- (b) not ineligible in accordance with rule 2.2 of this Schedule and
- (c) nominated in accordance with rule 6.2 of this Schedule.

2.2 Eligibility of nomination:

An Adult Member of Mana Ahuriri shall not be eligible for nomination as a candidate for election as a Trustee if he or she:

- (i) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);

- (ii) is bankrupt or has at the time of nomination made any composition or arrangement with his or her creditors;
- (iii) has been convicted of an indictable offence (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- (iv) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a property order, personal order or welfare guardian order under the Protection of Personal and Property Rights Act 1988; or
- (v) has within the last three (3) years been removed from the office of Trustee in accordance with clause 23.5 of this Deed; or
- (vi) is prohibited from being an officer of any incorporated society under any statute; or
- (vii) is prohibited from being a director or taking part in the management of any incorporated or unincorporated body under the Companies Act 1993, the Securities Act 1978, the Securities Market Act 1988, or the Takeovers Act 1993 (or their successors).

2.3 Trustees' Roles:

A Trustee may not hold the position of Chief Executive and/or Manager nor be an employee of any entity or trust in the Mana Ahuriri Group. nor be an employee of any entity or trust in the Mana Ahuriri Group. Any candidate for election as Trustee who holds such a position as Chief Executive and/or Manager or employee shall, if elected, be deemed to have resigned that position once the Trustee election result is announced at the annual general meeting and is not entitled to compensation or other payment as a result of the deemed resignation of that position.

2.4 Trustees may be directors or trustees:

Subject to clause 8.2 of the Trust Deed, a Trustee may be a director or a trustee of a Subsidiary.

3. NUMBER OF TRUSTEES

3.1 Number to be limited:

There shall be no more than nine (9) Trustees, nor fewer than 7 (but subject to rule 3.2 and 3.3 below).

3.2 Trustee Vacancies to be filled:

Should:

- (a) there be no person elected to replace a Trustee following that Trustee's retirement; or
- (b) any casual vacancy arises (including the death or removal of a Trustee) prior to the expiry of any Trustee's term of office;

and either :

- (i) the term to run for that vacant Trustee position exceeds 12 months and/or
- (ii) if as a result of the vacancy there would then be less than 7 remaining Trustees,

then that vacancy must be filled by the holding of a further Trustee election in accordance with this Schedule.

3.3 Casual Vacancy

Where:

- (a) the term to run for that vacant Trustee position in either rule 3.2(a) or 3.2(b) is less than 12 months and
- (b) there are still 7 or more remaining Trustees

then the Trustees may, in their discretion, resolve to leave the position of Trustee vacant.

4. TERM OF OFFICE

4.1 Term of office:

- (a) Subject to rules 4.1 (b), 4.1(c), and 4.2 of this Schedule each Trustee shall hold office from the conclusion of the general meeting at which their election as Trustee is announced until the conclusion of the annual general meeting of the Trust in the fourth Income Year following his or her appointment.
- (b) If, because of a review of election results under rule 12 of this Schedule, the appointment of any Trustee has not been completed in time for the appointment as Trustee to take place as at the conclusion of the relevant annual general meeting, then:
 - (i) the existing Trustee shall (unless he or she have by Deed retired) continue to hold office by virtue of his or her previous appointment until the review of election results process under rule 12 is completed and the replacement Trustee is determined and
 - (ii) for the purposes of calculating the term of office of the replacement Trustee once determined, that replacement Trustee shall, once he or she takes office, be deemed to have taken office from the date of the relevant general meeting.
- (c) In the case of a Trustee appointment made pursuant to rule 3.2 of this Schedule, the appointment of a Trustee to the vacant position shall take effect 15 days after the certification of the election result, provided that no Electoral Review is sought under rule 12 prior to that time, or where a review of election result is sought under rule 12, at the conclusion of that process, and in each case, the appointment is for the balance of the term of office of the Trustee that he or she has replaced.

4.2 Retirement and rotation of initial Trustees:

The initial Trustees appointed under clause 3.1 of this Deed shall retire from office as follows:

- (a) as at the conclusion of the annual general meeting of the Trust in the first Income Year following the Settlement Date, four (4) of the initial Trustees shall retire and in their place new Trustees elected in accordance with this Schedule will commence office as Trustees and will act with the continuing Trustees and

- (b) as at the conclusion of the annual general meeting of the Trust in the second Income Year following the Settlement Date, the remaining initial Trustees shall retire and in their place new Trustees elected in accordance with this Schedule will commence office as Trustees and will act with the then continuing Trustees.

4.3 Order of retirement of initial Trustees:

The order of retirement of the initial Trustees under rule 4.2 of this Schedule shall be determined by agreement amongst the Trustees, failing which the determination shall be made by lot conducted by an independent person chosen by the Trustees and held prior to the Closing Date for Nominations.

4.4 Eligibility of Retiring Trustees:

Retiring Trustees shall be eligible for re-election.

5. TIMING OF ELECTIONS

5.1 Except where:

- (a) no Trustee election is required under rule 7.4 of this Schedule, or
- (b) any review of election results under rule 12 of this Schedule has been sought in respect of a Trustee election result,

the elections for Trustees in any given Income Year shall be concluded before the annual general meeting of the Trust in that Income Year.

6. MAKING OF NOMINATIONS

6.1 Calling for nominations:

The Trustees shall give notice to all Adult Members of Mana Ahuriri by email or post to their address recorded on the Mana Ahuriri Trust Register calling for nominations for those Trustee positions for which elections are required:

- (a) in the case of Trustee elections required due to the forthcoming expiry of a Trustee's term of appointment, at least 3 months before the annual general meeting of the Trust for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with rule 5 of this Schedule, and

(b) in the case of a Trustee election required under rule 3.2 of this Schedule, within 6 weeks of the vacancy arising.

All such notices calling for nominations shall specify:

- (i) the method of making nominations, and
- (ii) the requirements in rule 2.1 of this Schedule and
- (iii) the latest date by which nominations must be made and lodged with the Trustees or such other person as the notice directs (“the Closing Date for Nominations”), which the date must be no less than 20 days, nor more than 30 days, after the Trustee’s notice calling for nominations is given.

In addition to giving notice as set out above, the notice calling for nominations shall be displayed on the Trust’s website and the Trustees shall on the website alert Beneficiaries of Mana Ahuriri Trust that to be eligible for registration as an Adult Member of Mana Ahuriri and thus eligible to vote (subject to rule 8.4 below), that applications for membership must be received no later than 15 days prior to the Closing Date for Elections in rule 8.1.

6.2 Nomination to be in writing:

The nomination of a candidate for election as a Trustee shall be in writing on the form prescribed by the Trustees and must be signed by the nominee and not less than three (3) Adult Members of Mana Ahuriri.

6.3 Withdrawal of Nomination

A nominee may at any time by notice to the Trustees, withdraw his or her nomination.

6.4 Timing for nominations:

All nominations of candidates for election as Trustees must be lodged with the Trustees no later than the Closing Date for Nominations.

7. HOLDING OF ELECTIONS

7.1 Mode of Voting

All voting shall be only by Adult Members of Mana Ahuriri registered on the Mana Ahuriri Trust Register at the Closing Date for the Elections and shall be undertaken utilising such confidential online electronic voting system or postal system as is prescribed by the Trustees and controlled by the Chief Returning Officer.

7.2 Only one vote to be cast:

Each Adult Member of Mana Ahuriri is entitled to complete only one voting form (whether in paper or electronic form) in each election. The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one (1) voting form is submitted by each Adult Member of Mana Ahuriri and if it appears to the Chief Returning Officer that more than one voting form has been submitted by any Adult Member of Mana Ahuriri, then all voting forms purported to be submitted by that Adult Member shall be invalid.

7.3 Candidates with most votes elected

The successful candidates for election as Trustees to fill the available Trustee vacancies shall be those candidates who receive the most validly cast votes from the Adult Members of Mana Ahuriri. If there is an equal number of votes for any available position, then the successful candidate will be determined by the Chief Returning Officer drawing lots.

7.4 No elections where nominees equal vacancies:

In the event that the total number of nominations for Trustees is less than or equal to the total number of Trustee vacancies, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

8. NOTICE OF ELECTIONS

8.1 Notice to be given

Immediately after the Closing Date for Nominations, the Trustees shall (if an election of Trustees is required) fix a Closing Date for the Elections (calculated in accordance with rule 8.3) and shall give notice to Adult Members of Mana Ahuriri in accordance with rules 8.2 and 8.3.

8.2 General Content of Notices

Every notice to be given under rule 8.1 shall contain:

- (a) a list of the candidates for election as Trustees;
- (b) the Closing Date for the Elections;
- (c) the method by which votes may be cast; and
- (d) the relevant voting form or link in the case of electronic voting.

and such other information as the Trustees consider relevant, including resumes of the candidates (which the Trustees may limit in size). .

8.3 Period of Notice

The Closing Date for the Elections shall be:

- (a) the last day upon which a vote may be validly cast in the election; and where it is
 - (i) a postal vote, then if the envelope containing the voting form is received by the Chief Returning Officer not later than 3 days after that date but is stamped by the postal service with a time prior to the Closing Date for the Elections or
 - (ii) an electronic vote, then received by 11.59 pm on the Closing Date for the Elections

then the vote shall be deemed received within time and will be eligible for counting, subject to the other terms of this Schedule;

- (b) not less than 20 days' after the giving of notice and
- (c) where rule 6.1(a) applies, that date must also be not less than three weeks before the annual general meeting at which the Trustee election result is intended to be announced.

8.4 Method of Giving Notice

Notice under rule 8 of this Schedule shall be given by:

- (a) electronic or postal notice sent to each Member at their last postal or email address registered in the Mana Ahuriri Trust Register;
- (b) inserting a prominent advertisement in at least one major metropolitan newspaper circulating in the region of Mana Ahuriri's Area of Interest and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of beneficiaries of Mana Ahuriri Trust reside; and
- (c) inserting a prominent notice on the Mana Ahuriri Trust's official website, which shall be kept visible until after the Closing Date for the Elections and such notice shall also:
 - (i) invite applications from qualified persons for inclusion of their names as Members on the Mana Ahuriri Trust Register, and
 - (ii) shall set out the date (which must be no later than 15 days prior to the Closing Date for the Elections) by which a membership registration application in accordance with the First Schedule must be received from the applicant, for it to be considered for approval by the Closing Date for the Elections, so as to enable that applicant to be eligible to vote in the notified election.

However nothing in this Deed invalidates the voting for Trustee elections, or requires the intervention of the Electoral Review Officer, if the Membership Validation Committee is, in good faith, unable to make a decision on any application for membership made prior to the Closing Date for the Elections.

9. APPOINTMENT OF CHIEF RETURNING OFFICER

9.1 Appointment of Chief returning Officer

For the purposes of elections the Trustees shall appoint a Chief Returning Officer who shall not be a Trustee or an employee of the Trust. The Trustees shall ensure that the Chief Returning Officer is appointed on terms requiring the Chief Returning Officer to act in accordance with the provisions of this Deed setting out the powers and duties of the Chief Returning Officer. The Chief Returning Officer shall be responsible for co-ordinating Trustee elections and for receiving the voting forms or electronic voting.

9.2 Chief Returning Officer to receive all voting forms

All voting forms (whether paper or via electronic means) must be addressed and sent only to the Chief Returning Officer.

10. COUNTING OF VOTES

10.1 All votes to be verified and results announced

Once all votes have been received and verified as valid by the Chief Returning Officer, the Chief Returning Officer will collate the valid votes cast to determine the result of the election and the Chief Returning Officer shall certify the result of the election and communicate the result to the Trustees. The Trustees shall thereafter advise the candidates of the results and give notice of the same:

- (a) in the case of Trustee elections required due to the forthcoming expiry of a Trustees' term of appointment, to Members at the next annual general meeting of the Trust (subject to clause 12 if applicable); and
- (b) in the case of a Trustee election required under rule 3.2, to Members within four weeks of the determination of the result of the election.

10.2 Recording of votes:

Full records shall be kept by the Chief Returning Officer of all votes received.

11. RETENTION OF ELECTION RECORDS

11.1 Compiling and sealing voting records

The Chief Returning Officer shall, as soon as practicable after they have certified the result of an election:

- (a) place all voting forms and records into a sealed packet,
- (b) endorse on that packet a description of the contents with the Closing Date for the Elections of that election,
- (c) sign the endorsement, and
- (d) forward the sealed packet to the Trustees.

11.2 Retention and disposal of packets

Subject to rule 13.1(b), each sealed voting packet received from the Chief Returning Officer shall be retained unopened by the Trustees for one year from the Closing Date for Elections for the relevant election and after expiry of that period, the Trustees will destroy it, unopened.

12. REVIEW OF ELECTION RESULTS

12.1 Candidates may seek review:

Any unsuccessful candidate may, within 14 days after the certification of the election result by the Chief Returning Officer and the giving of notice by the Trustees to the candidates in respect of that election (time being of the essence) seek a review of that election.

12.2 Appointment of Electoral Review Officer:

If any review is sought by an unsuccessful candidate under 12.1, then for the purposes of carrying out reviews in respect of any election the Trustees shall ensure that an Electoral Review Officer is promptly appointed. The Election Review Officer shall be the person nominated from time to time by the President of the New Zealand Maori Law Society. The Trustees will indemnify the Electoral Review Officer for all costs incurred by the Electoral Review Officer or costs awarded against the Electoral Review Officer (including those relating to any High Court review under rule 13.6).

12.3 Electoral Review Officer to conduct reviews:

All reviews shall be carried out by the appointed Electoral Review Officer from time to time.

12.4 Form of request for review:

All applications for a review by an unsuccessful candidate shall be submitted to the Trustees and:

- (a) shall be in writing;
- (b) shall set out the grounds for the review, which grounds shall be set out with sufficient particularity to enable the Electoral Review Officer to ascertain precisely the basis upon which the review is being sought; and
- (c) shall be accompanied by any evidence that the applicant for review has to substantiate the grounds given in the application.

12.5 Service of application on other candidates:

The application for review and any accompanying evidence shall also be served by the applicant upon all other candidates in the election to which the review relates, either at the same time as, or within 5 days after, the review application is lodged with the Trustees.

12.6 Costs:

Upon making an application for review the applicant shall also lodge with the Trustees the sum of \$500 as a contribution towards the costs of undertaking the review. That sum shall be held by the Trustees pending the outcome of the review application. If the application is wholly successful, then the \$500 shall be refunded to the applicant, otherwise it shall be used to off-set the costs of the review.

13. CONDUCT OF REVIEW

13.1 Notification of Electoral Review Officer:

Upon the receipt of an application for review the Trustees shall notify the Electoral Review Officer and provide to him or her:

- (a) a copy of the application and any accompanying evidence; and
- (b) the records kept by the Chief Electoral Officer of all votes received.

13.2 Electoral Review Officer to exercise wide powers:

Subject to compliance by the Electoral Review Officer with the rules of natural justice, the Electoral Review Officer shall have the power to inquire into and decide upon any matter arising during a review (including a matter which is not the subject of the original

request for the review) in such manner as he or she thinks fit and may in particular seek such further evidence or reports as he or she deems necessary including any reports or evidence from the Chief Returning Officer for the relevant election.

13.3 Electoral Review Officer to be guided by substantial merits:

In reaching his or her conclusion on any review, the Electoral Review Officer shall be guided by the substantial merits of the application without regard to legal forms or technicalities, including any technical defect in complying with the requirements of this Deed (other than a breach of the 14 day period in rule 12.1 which is of the essence), the intention being that no election shall be declared invalid by reason of such technical defect if the Electoral Review Officer is satisfied that the election was so conducted as to be substantially in compliance with the requirements of this Deed and that such defect did not materially affect the result of the election.

13.4 Certification of result of review:

At the conclusion of the Electoral Review Officer's consideration of the review, he or she shall determine:

- (a) the successful candidate(s) who are duly elected, or
- (b) whether the election was invalid and should be conducted again,

and shall forthwith certify his or her decision with reasons to the Trustees.

13.5 Trustees to give notice of review result:

The Trustees shall then give notice of the result of the review to the applicant and all other candidates, and if the Electoral Review Officer's decision is that the election was invalid and should be conducted again, the Trustees will promptly hold a new election, and the provisions of this Schedule will apply to the Trustees until conclusion of that new election.

13.6 Decision to be final:

All decisions of the Electoral Review Officer shall be final subject to the right of any unsuccessful or successful candidate to seek judicial review in the High Court.

14. TERMINATION OF OFFICE OF TRUSTEES

14.1 Termination of office of Trustees:

Notwithstanding the foregoing rules of this Schedule, a Trustee shall cease to hold office if he or she:

- (a) retires from office by executing a Deed Poll or Deed of Retirement of Trustees in a form acceptable to the other Trustees;
- (b) dies;
- (c) completes his or her term of office and is not reappointed;
- (d) is absent without leave from three (3) consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (e) is convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993;
- (f) is bankrupt or makes any composition or arrangement with his or her creditors;
- (g) is convicted of an indictable offence; or
- (h) becomes subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to property order, personal order or welfare guardian order under the Protection of Personal and Property Rights Act 1988; or
- (i) is removed from the office of Trustee in accordance with clause 23.3; or
- (j) is prohibited from being an officer of any incorporated society under any statute; or
- (k) is prohibited from being a director or taking part in the management of any incorporated or unincorporated body under the Companies Act 1993, the Securities Act 1978, the Securities Market Act 1988, or the Takeovers Act 1993 (or their successors).

15. RECORD OF CHANGES OF TRUSTEES

15.1 Record of changes of Trustees:

Upon the notification of every appointment, retirement, re-appointment or termination of office of any Trustee, the Trustees will ensure that:

- (a) an entry is made in the minute book of the Trust to that effect and
- (b) any appropriate Deed of Appointment or Retirement or Removal is prepared and duly executed and
- (c) all other documentation to change the legal title to the Trust Property is promptly executed and where applicable, registered.

Any Deed or Deed Poll recording the retirement or removal of a Trustee will not absolve or indemnify that Trustee for liability for their negligence, misfeasance or breach of Trust.

THIRD SCHEDULE
PROCEEDINGS OF TRUSTEE MEETINGS

1. TRUSTEES TO REGULATE MEETINGS

- 1.1** The Trustees shall meet together, either in person or via audio or video link, for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to the terms of this Schedule.
- 1.2** Any 3 Trustees may at any time by notice in writing to the Trustees summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene such meeting in accordance with the rules in this Schedule.

2. NOTICE OF MEETING

2.1 Notice to Trustees:

Subject to rule 2.3, written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least seven (7) days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustee for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

2.2 Content of notice:

Every notice of a meeting shall state the place or mode (audio or video link), day and time of the meeting, and the agenda of the meeting.

2.3 Waiver of notice:

The requirement for notice of a meeting may be waived if not less than 75% of the Trustees who are at the time entitled to receive notice of the meeting give their written consent to such a waiver prior to or at the meeting.

2.4 Meeting limited to notified business:

Subject to rule 2.3 and rule 2.5, no business shall be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting, but which notice may refer to "general business".

2.5 Deficiency of notice:

No deficiency in the giving of notice for any meeting of Trustees shall invalidate such meeting or the proceedings at such meeting if:

- (a) not less than 75% of the Trustees who are at the time entitled to receive notice of the meeting give their written consent to such a waiver prior to or at the meeting. or
- (b) a resolution of the meeting passed by not less than 75% of the Trustees present and voting waive the deficiency.

3. QUORUM

3.1 A majority of Trustees then in office shall constitute a quorum at meetings of the Trustees.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to appoint:

At the first meeting of the Trustees following an election (or appointment under clause 3.1 of this Deed) the Trustees shall appoint one (1) of their number to be Chairperson, and one to be Deputy Chairperson, except where there is an election to fill a casual vacancy..

4.2 Voting on appointment:

Where there is more than one candidate for Chairperson (or as the case may be Deputy Chairperson) then a vote will be taken and the person receiving the most votes in favour of his or her appointment will become Chairperson (or Deputy Chairperson as the case may be).

4.3 Termination of office:

The Chairperson (or Deputy Chairperson) will cease to hold office in the event that he or she resigns from that office, ceases to be a Trustee or is removed from office by not less than 75% of the other Trustees passing a resolution of no confidence in him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further appointment in accordance with rule 4.1 of this Schedule shall be held for the position.

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by majority vote:

Unless stated otherwise in this Deed, questions arising at any meeting of Trustees shall be decided by a majority of votes of Trustees present at a validly called meeting. In the case of an equality of votes, the Chairperson shall not have a second or casting vote.

5.2 Chairperson:

The Chairperson shall take the chair at all meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present then the Trustees present shall elect one (1) of their number to be chairperson of the meeting.

5.3 Vacancies:

Subject to rule 3.2 and 3.3 of the Second Schedule the Trustees may act notwithstanding any vacancy or vacancies in their body, but if and so long as their number is reduced below the minimum number fixed by rule 3.1 of the Second Schedule, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the election of new Trustees to fill any vacancy or vacancies, and for no other purpose.

5.4 Defects of appointment:

All acts done by any meeting of the Trustees or of any committee appointed under rule 6.1 of this Schedule shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

5.5 Unruly meetings:

If any meeting of Trustees becomes so unruly or disorderly that, in the opinion of the Chairperson of the meeting, the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chairperson becomes unduly protracted, the Chairperson may, and without giving any reason, adjourn the meeting or may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote without discussion.

6. APPOINTMENT OF COMMITTEES BY TRUSTEES

6.1 Trustees may appoint committees:

The Trustees may from time to time as they think expedient appoint one (1) or more Trustees to be a committee for such purposes as the Trustees consider appropriate and on such terms as the Trustees may by resolution direct (subject to the proviso below), but such terms are to include as a minimum a requirement that the committee act in accordance with rules 6.2 and 6.3 of this Schedule, and provided that a Trustee shall chair any such committee. Any committee so appointed may (unless the Trustees' resolution prohibits it) co-opt, or seek advice from, persons who are not Trustees.

6.2 Committees to report to Trustees:

All committees appointed under rule 6.1 of this Schedule shall report to the Trustees in respect of their activities and such reports shall, unless a direction is made to the contrary by the Trustees:

- (a) be provided on a monthly basis; and
- (b) contain details of the activities of the committee since the last such report.

6.3 Regulation of procedure by committees:

Subject to these rules and the provisions of this Deed, any committee established by the Trustees may co-opt any person to be a member of that committee and otherwise regulate its procedure as it sees fit provided that the committee must notify the Trustees of all persons co-opted to the committee.

7. WRITTEN RESOLUTIONS

7.1 A written resolution signed by 75% or more of the Trustees shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may comprise several duplicated documents, each signed by one (1) or more of the Trustees and which may be transmitted by facsimile or scanned email. .

8. MINUTES

8.1 Minutes to be kept:

The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees and of all resolutions made in accordance with rule 7.1 of this Schedule.

8.2 Minutes to be evidence of proceedings:

Any minute of the proceedings at a meeting which is purported to be signed by the Chairperson of that meeting shall be evidence of those proceedings.

8.3 Minutes to be evidence of proper conduct:

Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

9. AUDIO OR VIDEO MEETINGS

9.1 For the purposes of these rules an audio or video meeting between a number of Trustees or committee members who constitute a quorum shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these rules relating to meetings shall apply to audio or video meetings so long as the following conditions are met:

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a audio or video meeting and to be linked for the purposes of such a meeting. Notice of an audio or video meeting may be given on the telephone;
- (b) throughout the audio or video meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the audio or video meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the audio or video meeting by disconnecting his or her telephone, internet connection or other means of communication without first obtaining the Chairperson's express consent;
- (e) a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the audio or video meeting unless he or she leaves the meeting with the Chairperson's express consent; and
- (f) a minute of the proceedings at an audio or video meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting.

FOURTH SCHEDULE
PROCEDURE FOR PASSING CERTAIN SPECIAL RESOLUTIONS

1. THIS SCHEDULE TO APPLY

1.1 A Special Resolution to:

- (a) approve a Major Transaction in accordance with clause 2.5; or
- (b) amend this Deed in accordance with clause 25; or
- (c) terminate the Trust in accordance with clause 26
- (d) approve a resettlement in accordance with clause 27
- (e) approve more than 50% of the Trustees acting as contractors to the Trust in accordance with clause 17.2 of this Deed or
- (f) do anything otherwise required by this Deed to be done by special resolution;

must be approved by Adult Members of Mana Ahuriri at a special general meeting called and conducted as set out in this Schedule.

2. VOTING AND SPECIAL GENERAL MEETING

2.1 Voting on a Special Resolution shall take place at a special general meeting of Members, and shall otherwise comply with the voting requirements in this Schedule.

3. VOTING

3.1 In order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Members of Mana Ahuriri who are present at the special general meeting and validly cast a vote on the proposed Special Resolution in accordance with this Schedule.

4. NOTICE

4.1 Notice of special general meeting:

The Trustees shall give not less than twenty-one (21) days' notice of the special general meeting called for the purposes of considering any Special Resolution, as follows:

- (a) notice in accordance with rule 4.2 (either in written or electronic form) shall be sent to each Adult Member of Mana Ahuriri at their postal or email address recorded in the Mana Ahuriri Trust Register; and
- (b) inserting a prominent notice on the Mana Ahuriri Trust's official website, which shall be kept visible throughout the complete period of notice and until the conclusion of the special general meeting.

4.2 Content of notice to members:

All notices given in accordance with rule 4.1 of this Schedule shall contain:

- (a) the date, time and place of the special general meeting called for the purposes of considering the Special Resolution;
- (b) details of the proposed Special Resolution;
- (c) details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have; and
- (d) details of how votes are to be cast on the voting form which is to be made available at the special general meeting.

5. APPOINTMENT OF CHIEF RETURNING OFFICER

5.1 Appointment of Chief Returning Officer:

For the purposes of the special general meeting to vote on any Special Resolution, the Trustees shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Trustees shall ensure that the Chief Returning Officer is appointed on terms requiring the Chief Returning Officer to act in accordance with the powers and duties of the Chief Returning Officer as set out in this Deed, including, to avoid doubt, rules 5.2 to 6.2 of this Schedule.

5.2 Chief Returning Officer to be present at special general meeting:

The Chief Returning Officer must be present at the special general meeting and will:

- (a) distribute voting forms to all Adult Members of Mana Ahuriri present at that meeting, and
- (b) be available to collect, verify and count all completed voting forms at the special general meeting.

5.3 Eligibility to Vote:

Those eligible to vote on a Special Resolution are those Adult Members of Mana Ahuriri recorded in the Mana Ahuriri Trust Register on the date of the special general meeting and who are present at the special general meeting.

5.4 Only one vote to be cast:

Each Adult Member of Mana Ahuriri is entitled to complete only one voting form (whether in paper or electronic form). The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one (1) voting form is submitted by each Adult Member of Mana Ahuriri present and voting at the special general meeting. Where it appears that more than one voting form has been submitted by any Adult Member of Mana Ahuriri, the Chief Returning Officer may exclude all voting forms purported to be submitted by that Adult Member of Mana Ahuriri.

5.5 Recording of votes:

A record shall be kept by the Chief Returning Officer of all votes received.

6. COUNTING OF VOTES

6.1 All votes to be counted:

The Chief Returning Officer shall record and count all votes validly cast at the special general meeting.

6.2 Certification and notifying result:

Once all votes have been counted and the result of the Special Resolution determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the Special Resolution and communicate the result to the Trustees who will announce the result to the meeting.

7. PROCEEDINGS AT SPECIAL GENERAL MEETING

7.1 Except as otherwise set out in this Schedule, the provisions of clause 15.6 to 15.12 (b), 15.12(f), 15.13 to 15.17 of the Deed shall apply to the holding of any special general meeting called for the purposes of considering a Special Resolution and the meeting shall be conducted accordingly.